



Doc ID: 006991970003 Type: CRP  
 Recorded: 06/12/2008 at 03:25:36 PM  
 Fee Amt: \$20.00 Page 1 of 3  
 Workflow# 737249  
 Caldwell County, NC  
 WAYNE L RASH Register of Deeds  
 BK **1682** PG **1695-1697**

✓  
 Phillip Bollinger, N Main St. Granite Falls, NC 28630  
 STATE OF NORTH CAROLINA

CALDWELL COUNTY

**DECLARATION OF  
 RESTRICTIVE COVENANTS**

THIS DECLARATION OF RESTRICTIVE COVENANTS made this the 12<sup>th</sup> day of June, 2008, Clayco Real Estate Services, LLC, owners in fee simple of property located in Patterson Township, Caldwell County, North Carolina, and being that property more fully described in deed recorded in Plat Book 25, at Page 111, Caldwell County Registry;

WITNESSETH;

THE UNDERSIGNED, FOR THEMSELVES, THEIR HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS, HEREBY COVENANT WITH ALL PERSONS, FIRMS, AND CORPORATIONS HEREAFTER ACQUIRING ANY LOT OR LOTS BEING A PART OF THE ABOVE PROPERTY SHALL BE SUBJECT TO THE FOLLOWING PROTECTIVE COVENANTS, TO WIT:

- (1) All dwellings erected on said lots contain a minimum of 1,300 square feet of heated floor space, exclusive of porches, garages, or breezeways and basements; however, any two story or multi-level dwelling constructed there on must contain a minimum of 1,300 square feet of total heated floor space, with 1000 square feet being located on the main level.
- (2) The exterior of all dwellings constructed in this subdivision shall be constructed of brick, stone, wood, or vinyl siding, or a combination of each.
- (3) House construction shall be of the standard stick built type only. Pre-built joist, trusses, and wall sections will be acceptable. No "manufactured"

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housing in the sense of towed-in mobile homes or pre-assembled on wheels manufactured structures will be permitted.

- (4) Exposed foundations shall be of brick or stone construction on the front. The sides and the back exposed foundation walls may be stucco, brick or stone construction.
- (5) No junked or wrecked vehicles shall be placed on any lot. Any untagged or inoperable vehicle shall be removed from the premises in a timely manner (Not to exceed (30) thirty days from the date of official notification that such action is required.)
- (6) No signs, billboards, or advertisements of any nature shall be placed on any lot, right of way, or property entrance, except small conventional "for sale" signs.
- (7) No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other common household pet may be kept as household pets provided they are not kept, bred, or maintained for commercial purposes. A horse(s) may be kept on any lot that contains more that 10 acres. Horses cannot be used for commercial purposes.
- (10) All buildings other than the main dwelling shall be constructed of either brick or vinyl siding or the same siding as composing the main residence structure, or they must be factory built. All outbuildings shall be placed to the rear of the house.
- (11) No chain link fences shall be allowed in the front yard of any lot. Chain link fences are allowed in the back and side yards; however, side yard fences must terminate at a point parallel with the back wall of said home and shall not extend any further from that point toward the front lot line.
- (12) No tract sold may be subdivided for any reason unless specifically approved by the Grantor herein.
- (13) Any additional structures situated on said property may not be used for permanent residences, only as guest or visitor housing.
- (14) These covenants may be enforced by Grantors or any lot owner or owners by proceeding at law or in equity against the person or persons violating or attempting to violate any covenant or covenants, either to restrain violation therefore or to recover damages
- (15) Invalidation of any one of these covenants by Judgment, Court Order or Statute shall not affect any other provisions herein which shall remain in full force and effect.

- (16) These restrictions are to run with the land, and shall be binding on all parties and all persons claiming under them for a period of 25 years from the date these restrictions are recorded, after which time said restrictions shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said restrictions in whole or in part.

IN WITNESS WHEREOF, the owners herein have set their hands and seals on the day and year first above written.

  
\_\_\_\_\_  
(SEAL)  
\* CLAY Co Real Estate Services LLC  
BY MEMBER/MANAGER PHILLIP B. BOLLINGER  
\_\_\_\_\_  
(SEAL)

NORTH CAROLINA

CALDWELL COUNTY

I, Heather Houck Eldreth, a Notary Public of the county and state aforesaid, do hereby certify that ~~he~~ personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this 12<sup>th</sup> day of June, 2008

Heather Houck Eldreth  
Notary Public

My commission expires: 2-27-2011

